



MEMORANDUM OF UNDERSTANDING

ITA Training Providers

This agreement (Agreement) is made and entered into by and between Delaware's Workforce Development Board, hereinafter referred to as the (DWDB) and the Training Provider known as _____, located at _____, hereinafter referred to as the (Provider).

WHEREAS: the United States Congress has established the Workforce Innovation and Opportunity Act (WIOA) and requires the DWDB to provide policy guidance and oversight with respect to workforce development activities, including identification of eligible training providers, who may receive payment of Individual Training Account federal funds if they meet initial as well as subsequent requirements of Title 1 of WIOA.

NOW, THEREFORE, BE IT RESOLVED that the following Agreement between the DWDB and the above-mentioned Provider shall, when signed, constitute a proper and valid agreement between the two parties for the purposes of governing each parties' obligations under WIOA, DWDB policies, minimum renewal requirements, and required performance data.

Responsibilities of the Delaware Workforce Development Board

The DWDB will:

1. Provide information regarding the types of training programs that are needed to meet market demand identified by Office of Occupational and Labor Market Information, Delaware Department of Labor.
2. Provide career services through the Department of Labor American Job Centers located within the Division of Employment and Training sites throughout the State.
3. Provide informed customer choice through the reporting system that is maintained as part of Delaware JobLink through the Delaware Department of Labor, Division of Employment and Training.
4. Provide written documentation of approved Individual Training Accounts.
5. Place programs in hold status if complaints are received, or if providers are identified in notices of non-compliance with other Department of Labor Divisions.
6. Provide payment for the approved Individual Training Account when submitted by a currently eligible training provider.
7. Reserves the right to visit the Provider (announced and unannounced) to monitor programs to ensure compliance with federal and state policies and regulations.
8. Remove Provider from the State list of eligible training providers and programs if Provider is determined by DWDB to have intentionally supplied inaccurate information or to have substantially violated any provision of title I of WIOA or the WIOA regulations.
9. Remove Provider from the State list of eligible training providers and programs if Provider

substantially violates the requirement to timely and accurately report performance data as required by the DWDB.

10. Remove Provider from the State list of eligible training providers and programs if Provider substantially violates the requirement to timely and accurately meet annual renewal deadlines or any other deadlines as required by the DWDB.
11. Remove Provider or program from State list of eligible training providers and programs if Provider fails to comply with other applicable state or federal laws or regulations, including state labor laws.
12. As part of the renewal process, remove programs that do not meet prescribed performance measures or fail to meet prescribed eligibility criteria. Prior to removal of a program from the eligible training provider list for failure to meet performance measures, DWDB may elect to work with Provider to come into compliance and may issue a corrective action plan to help Provider come into compliance with prescribed performance measures for that program.
13. Remove Provider and/or Provider's programs that do not provide quality training, as determined by DWDB, or do not provide training according to the contracted information listed on the ITA Provider Program Information form(s) submitted by Provider in support of this Agreement. Prior to removal for failure to provide quality training or to provide training according to the ITA Provider Program Information form, DWDB may elect to work with Provider to come into compliance and may issue a corrective action plan to help Provider come into compliance.
14. Remove Provider or Provider's programs that do not adhere to any corrective action plan imposed on Provider by DWDB.
15. Remove Provider or Provider's programs that fail to comply with this Agreement. Prior to removal based on failure to comply with this Agreement, DWDB may elect to work with Provider to address the compliance issues and may issue a corrective action plan to help Provider come into compliance.
16. Remove Provider and Provider's programs that fail to comply fully with the nondiscrimination and equal opportunity provisions of Section 188 of Workforce Innovation and Opportunity Act (WIOA) and 29 CFR Part 38, or any other laws regarding WIOA title 1 financially assisted programs and activities.
17. Provide Equal Opportunity posters, instructions, and updates to contact information for all designated EO Officers to Provider for providing WIOA-required Equal Opportunity notifications.
18. Provide technical assistance to Provider regarding compliance with WIOA, WIOA Regulations, this Agreement, DWDB policies and DWDB letters of instruction for Provider.

Responsibilities of the Training Provider

The above-mentioned Provider will:

1. Meet all eligibility criteria and provide all eligibility documentation set forth in the DWDB Individual Training Account (ITA) Approval Criteria posted on the DWDB website, both initially and at each renewal period, for each program. In order to remain eligible, Provider's required documents must be up to date and in compliance with state laws.

2. Maintain a Delaware Department of Education approval as indicated in Title 14, Chapter 85 of Delaware Code. The certificate of approval must be provided to DWDB upon initial eligibility and each calendar year thereafter or otherwise upon expiration of the prior certificate. Providers who do not meet this requirement because they are specifically excluded from Title 14, Chapter 85, Section 8529 must notify the DWDB in writing.
3. Maintain compliance with all State of Delaware Department of Labor Divisions (e.g. Unemployment Insurance, Industrial Affairs – including wage and hour and workers' compensation, Division of Employment and Training – including special assessment referred to as Employment and Training Fund tax).
4. Offer programs that are currently available in a course catalog and/or website and in use by the general public on a tuition basis and make those programs available to the DWDB at the same or lower tuition.
5. Offer only programs pursuant to this Agreement that offer training/education and an industry approved credential for an occupation that is in demand by the current local labor market, as designated by DWDB.
6. Retain sufficient and qualified instructional and administrative staff (Title 14 Delaware State Code).
7. Maintain financial resources adequate for the satisfactory conduct of the course of instruction offered.
8. Timely and accurately report performance data as required by the DWDB.
9. Report performance based on the program year of July 1 thru June 30.
10. Submit invoices for payment as directed by DWDB within 90 days after the course drop/add date.
11. Attain all performance measures as outlined in the annual letter of instruction from DWDB, including median earnings, job placement, retention, and completion rates as stated in 20 CFR 680.460 (g). Failure to attain performance measures may result in probation and a corrective action plan, or in removal of the program.
12. Notify the DWDB of any personnel changes related to the training program.
13. Provide the requested renewal data to DWDB no later than the deadline outlined in the letter of instruction for all programs that are subject to renewal. Programs which do not have their renewal data submitted by this deadline will be ineligible for funding on or after the July 1st renewal date. Programs approved after December of any given year are subject to consideration for renewal the following year.
14. Follow DWDB instructions to enter programs and other necessary information into Delaware JobLink and update Delaware JobLink only during the renewal period unless otherwise stated, including tuition, books, exam fees, and other related costs.
15. Report to the DWDB any changes in address for training location, clinical practice or administrative offices that are associated with the training program.
16. Have a stable training facility location and a local land line telephone number. While the DWDB understands that the business world is dynamic and things change, it also understands that training facility stability is an indicator of a successful and viable organization. The DWDB may suspend any organization that moves without notification twice in the same 12-month period, as the Provider will be out of compliance with this Agreement.
17. Ensure DWDB training participants are provided quality education and training that will result in an industry recognized credential.

18. Provide training according to the information and terms set forth in the ITA Provider Program Information Form(s) submitted by Provider in support of this Agreement, including but not limited to tuition total costs and training hours (lab, yard, or field hours).
19. Comply fully with the nondiscrimination and equal opportunity provisions of Section 188 of Workforce Innovation and Opportunity Act (WIOA) and 29 CFR Part 38, or any other laws regarding WIOA title 1 financially assisted programs and activities.
20. Comply with posting Equal Opportunity is the law posters in reasonable number of places, in available and conspicuous physical locations, and providing WIOA-required Equal Opportunity notifications to Registrants, eligible applicants, participants, claimants, employees, applicants for employment, and interested members of the public.

Failure to comply with these responsibilities may lead to suspension or removal of a program and/or a Provider from the State's eligible training provider list. Any removal of a program or Provider will be subject to the appeal opportunities provided in the ITA Appeal Process Policy, which is posted on DWDB's website.

General Provisions:

1. This Agreement shall be governed by WIOA, the WIOA regulations and other applicable federal and State of Delaware laws and regulations.
2. The terms and conditions of the ITA Provider Program Information Form for each program submitted by Provider in support of this Agreement are incorporated into and made a part of this Agreement.
3. Any removal of a program or Provider from the State list of eligible training providers will be subject to the appeal opportunities provided in the ITA Appeal Process Policy, which is posted on DWDB's website.
4. If any complaint is filed against Provider by a participant in training funded pursuant to this Agreement, DWDB will investigate and process the complaint pursuant to the Client Complaint/Appeal Procedures policy, which is posted on the DWDB website.
5. As part of the renewal process, DWDB will remove programs that fail to meet the established eligibility criteria at the time of renewal, which may include failure to meet established minimum performance levels.
6. Nondiscrimination. As a condition to the award of financial assistance from DWDB under Title I of WIOA, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the Workforce Innovation & Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
 - b. Code of Federal Regulations (CFR) 29 CFR Part 38
 - c. Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against individuals with disabilities;

- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This Agreement indicates an agreement between the **Provider** and the **DWDB**. Any disagreements between the parties affecting this Agreement shall be resolved by mutually satisfactory negotiations. In addition to the ability to immediately remove or suspend a Provider or a program based on the terms of this Agreement, either party may cancel the Agreement with a 60-day written notice. This Agreement shall be in effect until it is replaced by a mutual agreement of both parties or cancelled by either party.

We, the undersigned, an authorized representative of Provider with authority to enter into this Agreement and the Executive Director of DWDB, enter into this Agreement on the day of _____, 20 _____.

_____ Provider Authorized Signature	_____ DWDB Signature
_____ Print Name:	_____ Print Name:
_____ Title:	DWDB Executive Director _____ Title:
_____ Provider Phone Number	_____ DWDB Phone Number